

<b>Holistic Payment</b>
<b>Cash Register</b>
<b>Service Terms and Conditions</b>
Published on: <a href="http://www.holisticpayment.com">www.holisticpayment.com</a>
Last modified on: 25.11.2023

### 1. Cash Register Service

This contract pertains to the utilization of the cash register services. The following provisions, along with the country-specific terms and conditions, take precedence over the General Terms and Conditions. In the absence of regulations in these Terms and Conditions, the General Terms and Conditions shall apply.

### 2. Rights of Use

The REGISTER CASH SERVICE AGREEMENT involves the utilization of the cash register software-as-a-service provided by HOLISTIC PAYMENT including maintenance and support as stipulated in the contract and the allocation of hardware distributed by HOLISTIC PAYMENT. HOLISTIC PAYMENT grants the customer a non-exclusive, non-transferable, non-sub-licensable, revocable, and purpose-limited right to use the software. The MERCHANT may install the software only on one hardware device per acquired license. The MERCHANT is responsible for the functionality and suitability of the hardware for operating the software unless otherwise agreed upon. The software is to be used only for lawful purposes. Usage of the software for the sale of legally prohibited products or items is not permitted. In case of misuse, HOLISTIC PAYMENT reserves the right to suspend and deactivate the MERCHANT's account.

### 3. Merchant Business Information

The MERCHANT confirms and assures that the details furnished in the application and the KYC PROCEDURES are truthful and precise, presenting an accurate portrayal of the MERCHANT's actual business operations.

### 4. Fees and Payment Terms

The fees for the cash register service are outlined in HOLISTIC PAYMENT offer and SERVICE AGREEMENT. Unless agreed otherwise, all prices are in Euros excluding applicable statutory value-added tax.

### 5. Invoicing

Customers receive invoices exclusively in electronic format. Payments to HOLISTIC PAYMENT must be made electronically to its bank account or via online credit card payment while purchasing. HOLISTIC PAYMENT reserves the right to temporarily suspend software access of the MERCHANT in case of (even partial) non-payment until all outstanding HOLISTIC PAYMENT claims are settled. However, ongoing claims of HOLISTIC PAYMENT remain unaffected by access suspension. Upon settlement of all outstanding payments by the MERCHANT, HOLISTIC PAYMENT will reinstate software access upon prior payment of reactivation costs amounting to EUR 150 per license.

### 6. Payment Default

If the customer fails to fulfill payment obligations within 15 bank days and defaults, they are liable to pay HOLISTIC PAYMENT default interest of 10 percent per annum above the respective base interest rate from the due date. Additionally, the customer is liable (irrespective of fault) to pay HOLISTIC PAYMENT a flat fee of EUR 50 for incurred collection costs (demands, reminders, etc.). If a debt collection agency is involved, the customer is obliged to reimburse HOLISTIC PAYMENT for the costs incurred, not exceeding the legal maximum rates for debt collection agencies. Payments in default are first applied towards incurred expenses and

costs, then towards interests, and finally towards outstanding claims.

### 7. Prohibition of Offsetting

The customer is prohibited from offsetting HOLISTIC PAYMENT's claims.

### 8. Retention of Title

All hardware remains the sole property of HOLISTIC PAYMENT or its suppliers until full payment is received (retention of title).

### 9. Delivery of Hardware

In case of hardware shipment, shipping costs and transportation risk are borne by the customer. The contract is considered fulfilled upon the handover of the hardware to the contracted carrier. Minor delivery delays are accepted by the customer without the right to demand compensation or contract termination.

### 10. Duration and Termination of the Agreement

Contracts are established for a fixed term of one year. During this period, neither HOLISTIC PAYMENT nor the MERCHANT can terminate the contract without significant reasons. If not terminated by the MERCHANT, the contract automatically extends for the originally agreed-upon duration. The notice period for termination is three months before the end of the month, while the right to terminate for significant reasons according to the General Terms and Conditions remains unaffected. Both parties must report any form of termination in writing.

### 11. Warranty

HOLISTIC PAYMENT guarantees that the provided service meets the usual and expressly agreed-upon properties. Extended warranties are excluded. HOLISTIC PAYMENT does not guarantee uninterrupted or error-free software functioning due to the known technological limitations at the time of contract conclusion. HOLISTIC PAYMENT also does not ensure that the software meets specific requirements, expectations, purposes, and desires beyond the agreed-upon functions or is

compatible with other programs, system environments, or operating systems used by the MERCHANT. No warranty by HOLISTIC PAYMENT applies if modifications, extensions, or repairs to the software were performed by or on behalf of the MERCHANT without HOLISTIC PAYMENT's explicit instruction or consent. HOLISTIC PAYMENT is not liable for errors, disruptions, and/or damages caused by operating system components, interfaces, and/or parameters or unsuitable work equipment. HOLISTIC PAYMENT disclaims any warranty for algorithms, databases, data, or test data contained in the software or the data, files, results, and reports derived or generated therefrom. For third-party hardware sold by HOLISTIC PAYMENT, no warranty is provided. However, HOLISTIC PAYMENT assigns all related rights and claims against the third party (manufacturer, intermediary, hardware seller and distributor etc.) to the MERCHANT. If this provision is or becomes invalid, HOLISTIC PAYMENT's warranty for third-party sold hardware is limited to the same extent as for software according to the General Terms and Conditions.

### 12. Warranty Claims

The warranty period is six months. In case of system malfunction, MERCHANT must provide evidence of defects resulting from malfunctioning. Software defects must be reported and substantiated by the MERCHANT within the first 6 months after software activation, and the same applies to hardware after delivery. HOLISTIC PAYMENT is entitled to determine the warranty remedy itself, except in cases where the right of withdrawal is legally provided. The MERCHANT must promptly notify HOLISTIC PAYMENT of defects in writing (within 7 days after software activation for software, and after purchase for hardware). Failure to report defects promptly excludes warranty and compensation claims by the MERCHANT related to the untimely reported defect.

### 13. Liability

Claims for damages against HOLISTIC PAYMENT for all direct damages related to software and hardware usage or inability to use are fully excluded unless HOLISTIC PAYMENT is guilty of intent or gross negligence. HOLISTIC PAYMENT is not liable for damages caused by force majeure. HOLISTIC PAYMENT also disclaims liability for damages caused by third-party hardware supplied by HOLISTIC PAYMENT. However, HOLISTIC PAYMENT assigns all relevant rights and claims to the MERCHANT against third parties such as manufacturer, intermediary, hardware seller and distributor, etc.. Should this provision be or become invalid, HOLISTIC PAYMENT's liability for offered third-party hardware is limited to the same extent as for software under the General Terms and Conditions. Moreover, HOLISTIC PAYMENT's liability related to the cash register software and hardware is limited to a maximum of 50 percent of the net income received by HOLISTIC PAYMENT from the MERCHANT under the cash register contract in the last 6 months. HOLISTIC PAYMENT's liability related to the cash register contract expires within six months from the date the MERCHANT becomes aware of the damage and the party causing it, but in any case, within three years after service provision or delivery. HOLISTIC PAYMENT is not liable for indirect or consequential damages arising from the business relationship, granting of rights, deliveries, and services to the MERCHANT, including but not limited to damages resulting from the loss of goodwill, work interruptions, computer failures, business damages, losses, or similar. HOLISTIC PAYMENT also disclaims liability for tax payments or penalties imposed by tax authorities, losses of data or programs, and their recovery.

### 14. Signature

A signature unit is valid for the purchased period at the purchase date unless deregistered during that period. If a signature is deregistered (by the SUPPLIER, MERCHANT itself, by the MERCHANT's tax consultant, or an authorized person on behalf, etc.), it cannot be used anymore. If the

MERCHANT requires a signature again, purchasing a new signature is necessary. The MERCHANT agrees that HOLISTIC PAYMENT reserves the right to automatically activate the next higher signature unit for the MERCHANT at its cost if the MERCHANT exceeds the specified number of receipts while using the signature unit.

### 15. Registration of Cash Registers

The registration of the MERCHANT for the respective service in the country of the MERCHANT's registration is facilitated by HOLISTIC PAYMENT and/or HOLISTIC PAYMENT's contractual partners. The MERCHANT agrees that HOLISTIC PAYMENT may use its company data to request the signature for the MERCHANT accordingly in the respective country. The accuracy of the transmitted data solely rests with the MERCHANT. For handling in individual countries, the respective Country-Specific Terms and Conditions apply.

### 16. Financial Regulations

The sole responsibility for configuring the software according to the financial regulations and making necessary physical data backups lies with the MERCHANT. Even after termination of the contract, the MERCHANT is solely responsible for exporting financially recordable data and keeping them stored for the required period. The MERCHANT is solely responsible for compliance with financial reporting, declarations and obligations.

### 17. Support

HOLISTIC PAYMENT system's availabilities are designed to meet critical service requirements. Planned or mutually agreed downtime for improvements, upgrades, or other enhancement measures, including planned maintenance, are excluded from determining system availabilities. Upon receiving a detailed error report from the MERCHANT indicating the severity, HOLISTIC PAYMENT or its SERVICE partners will take all possible technical measures. Support requests are to be

directed to  
[support@holisticpayment.com](mailto:support@holisticpayment.com) or  
submitted as a support request on the  
MERCHANT Portal  
<https://holisticpayment.odoo.com>.

Detailed information on support services  
is available in the respective SERVICE  
AGREEMENT.

#### **18. Updates and Upgrades**

HOLISTIC PAYMENT or a selected third-party chosen by HOLISTIC PAYMENT will provide the MERCHANT with all generally released updates, upgrades, patches, and bug fixes. The MERCHANT is responsible for deciding whether to install the program parts or new versions falling under this provision. Refusal by the MERCHANT to use an update, upgrade, patch, or bug fix forfeits their right to rectify errors that would have been resolved by these updates. Older program versions are maintained by HOLISTIC PAYMENT or a selected third-party for only a period of two months. After this period, any agreed-upon maintenance automatically expires.